

CITY OF Beachwood

REGULAR CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 17, 2026, 7:00 PM
AT BEACHWOOD CITY HALL, COUNCIL CHAMBERS,
25325 FAIRMOUNT BOULEVARD,
BEACHWOOD, OHIO 44122

Called to order at 7:00 PM by Council Vice President Jillian DeLong

-Pledge of Allegiance to the Flag of the United States of America-

1. Roll Call

Present - Ms. DeLong, Mr. Isaacson, Ms. Jacobs, Mr. Smith, Ms. Stern, Ms. Taylor
Absent - Ms. Shoykhet

Others Present - Mayor Berns, Mr. Arrietta, Mr. Ciuni, Police Chief Grispino,
Mr. Heiser, Fire Chief Holtzman, Mr. Kurz, Mr. Lombardi, Mr. Roenigk, Mr. Rose,
Ms. Rutkowski, Mr. Schroeder, Mr. Smerigan, Ms. Turick

2. Public Hearing:

Ordinance No. 2025-36 An Ordinance Rezoning 24700 Chagrin Boulevard,
Beachwood, Ohio 44122 (PPN #742-25-010) from U-7A General Office to U-9
Motor Service

**Placed on First Reading and Referred to the Planning and Zoning Commission:
October 20, 2025**

**Referred back from Planning and Zoning Commission: Favorable Recommendation
December 11, 2025**

Placed on Second Reading and Referred to Public Hearing: January 20, 2026

Public Hearing held on: February 17, 2026

Ms. DeLong introduced this item

Public Hearing Opened at 7:02 PM

Public Hearing Closed at 7:57 PM

Motion to refer to Committee of the Whole meeting for further consideration and discussion.

Moved by: A. Stern, Seconded by: P. Smith

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

3. Citizen's Remarks (**City Council limits Citizen's Remarks to three (3) minutes each for a maximum of thirty (30) minutes unless so extended at the discretion of the President or a majority of Council per Council Rules of Procedure, Section 7, Rule 7.2)**)

(Please see Video Recording for full remarks:

<https://www.beachwoodohio.com/528/Live-Stream-Recorded-Meetings>)

Kyle Fishman

Mr. Fishman made remarks

4. Reports

- a. **Mayor**

Mayor Berns thanked Ms. Bieterman for her leadership and collaboration with the Chamber of Commerce for the upcoming State of the City Address. He then thanked the Community Services team for the Disney Winter Warm Up Event and thanked Councilmembers for volunteering.

- b. **Council Members (non-agenda items)**

None.

- c. **Department Directors**

Ms. Turick gave deer management update and stated reports will be shared with Council and available on City's website.

Consent Agenda

Approval of Minutes:

Safety and Public Health Committee Meeting held on February 2, 2026

Regular City Council Meeting held on February 2, 2026

Ordinances

1. 2026-6

An Ordinance authorizing and directing the payment of certain claims (Bills) for professional and other services; and declaring this to be an urgent measure

Motions

1. A Motion authorizing the Clerk of Council to advertise for Bids for the 2026 Concrete Road Patch Program per BCO 121.09 and ORC 7.16

Moved by: A. Isaacson, Seconded by: A. Stern

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

New Business (Regular Agenda)

Ordinances

1. 2026-7

An Ordinance Amending the Fee Schedule for the Recreation and Community Services Programs for the City of Beachwood; and declaring this to be an urgent measure

Moved by: A. Jacobs, Seconded by: A. Isaacson

Voice Vote

On the Suspension:

Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Resolutions

1. 2026-28

A Resolution authorizing the Mayor to enter into an Agreement with NOPEC, INC., the Northeast Ohio Public Energy Council ("NOPEC") for an Energized Community Grant; and declaring this to be an urgent measure

Moved by: J. Taylor, Seconded by: P. Smith

Voice Vote

On the Suspension:

Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6
No: 0
Abstain: 0
Not Voting: 0
MOTION ADOPTED

2. 2026-29

A Resolution authorizing the Mayor to enter into a Sanitary and Storm Sewer Contract with Cuyahoga County for the Maintenance, Operation, and Administration of the City of Beachwood's Sanitary and Storm Sewer Systems; and declaring this to be an urgent measure

Moved by: P. Smith, Seconded by: J. Taylor

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

3. 2026-30

A Resolution authorizing Change Order No. 1 for the 2025 Road Program Contract; and declaring this to be an urgent measure

Moved by: A. Stern, Seconded by: A. Jacobs

Voice Vote

On the Suspension:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

Voice Vote

On the Adoption:

Yes: 6

No: 0

Abstain: 0

Not Voting: 0

MOTION ADOPTED

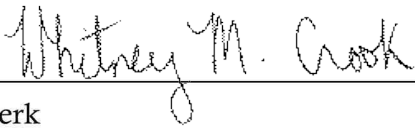
Any other matters coming before City Council

None

Adjournment

Adjourn to the next Regular City Council Meeting at 8:22 PM

Approved:



Clerk



Mayor

Next Regular Council Meeting will be held on: Monday, March 9, 2026 at 7 PM in Council Chambers. For all updates regarding Council Meetings, please visit:
www.BeachwoodOhio.com

**Council Members: Danielle Shoykhet - Council President
Jillian DeLong – Council Vice-President
Alex Jacobs, Alec Isaacson, P. Smith,
Ali B. Stern, June E. Taylor
Clerk of Council: Whitney M. Crook, MMC, CPM**

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

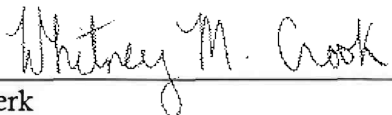
For Supplies and Services	February 17th, 2026	\$	28,490.29
Perspectus Architecture	Professional Services	\$	13,726.79
Roetzel	Legal Services	\$	14,763.50

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.


Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 17th of February 2026 and presented to the Mayor.


Clerk

Approval: I have approved this legislation this 18th day of February 2026 and filed it with the Clerk.


Mayor

RECEIVED

JAN 20 2026

FINANCE DEPT

Perspectus Architecture
 1300 East 9th Street, Suite 910
 Cleveland, OH 44114
 (216) 752-1800

City of Beachwood
 Jennifer Twitt
 25325 Fairmount Boulevard
 Beachwood, OH 44122

Invoice number 23333
 Date 01/15/2026

Project **24118 CITY OF BEACHWOOD PUBLIC WORKS ROOF REPLACEMENT**

Professional Services through 12/31/2025

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Remaining	Current Billed
Basic Services						
Schematic Design / Design Development	38,400.00	100.00	38,400.00	38,400.00	0.00	0.00
Construction Documents	23,040.00	100.00	23,040.00	23,040.00	0.00	0.00
Bidding / Construction	15,360.00	100.00	7,680.00	15,360.00	0.00	7,680.00
Subtotal	76,800.00	100.00	69,120.00	76,800.00	0.00	7,680.00
Scope Change Authorizations						
SCA 01 - CD	5,400.00	100.00	0.00	5,400.00	0.00	5,400.00
SCA 01 - Bidding	9,200.00	0.00	0.00	0.00	9,200.00	0.00
Subtotal	14,600.00	36.99	0.00	5,400.00	9,200.00	5,400.00
Total	91,400.00	89.93	69,120.00	82,200.00	9,200.00	13,080.00

Reimbursable Expenses

Reimbursables

	Date	Units	Cost Rate	Cost Amount	Multiplier	Rate	Billed Amount
Printing	12/31/2025			122.08	1.10		134.29
ARC							
				Phase subtotal			134.29
						Invoice total	13,214.29

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23333	01/15/2026	13,214.29	13,214.29				
	Total	13,214.29	13,214.29	0.00	0.00	0.00	0.00



ARC DOCUMENT SOLUTIONS LLC
 3666 CARNEGIE AVE
 CLEVELAND OH 44115-2714

DATE 12/29/2025	INVOICE 510HI9364421
---------------------------	--------------------------------



BILL TO:

Perspectus Architecture

Jenna Grushetskiy
 1300 East 9th Street
 Suite 910
 Cleveland, OH 44114
 P: (216) 752-1800
 F: (216) 752-3833

SHIP TO:

Beachwood City Hall

Whitney Crook
 25325 Fairmount Blvd.
 Beachwood, OH 44122
 P: (216) 595-5462

Purchase Order #		Customer ID		Shipping Method		Payment Terms		Order Due Date		Order	
		1020145		ARC DELIVERY		NET30		12/30/2025		510H09312286	
Ordered By Scott Sturm				Project Number 24-118				Project Name Public Works Roof Replacement			
Quantity Ordered	Quantity Shipped	Quantity BO	UOM	Item Number	Description	Price	Extended Price				
189.00	189.00	0.00	SQFT	1600.01	Bond Prints	\$0.164	\$31.00	3 sets of 7 (30.00x42.00)			
3	3	0	EACH	1625	Edge Binding	\$0.99	\$2.97				
7	7	0	EACH	6121.2	File Processing	\$0.55	\$3.85				
290	290	0	EACH	1900	8.5 X 11 Copies	\$0.098	\$28.42	1 set of 290			
2	2	0	EACH	1919	Cardstock Covers- 8.5X11	\$0.45	\$0.90	1 set of 2			
1	1	0	EACH	1950.02	GBC Comb Bind Up To 250	\$5.00	\$5.00				
1	1	0	EACH	6151.10	Project Manual Processing	\$19.99	\$19.99				
1	1	0	EACH	5201.03	Zone 3 Delivery/Split	\$25.00	\$25.00				
1	1	0	EACH	5205	Energy / Fuel Surcharge	\$4.95	\$4.95				

Bill to:	Ikornfeld	Subtotal	\$122.08
		CC Surcharge	\$0.00
		Tax	\$0.00
		Freight	\$0.00
		Trade Discount	\$0.00
		Total	\$122.08
		Amount Received	
		Total Due	\$122.08



RECEIVED

JAN 16 2026

FINANCE DEPT

Perspectus Architecture
1300 East 9th Street, Suite 910
Cleveland, OH 44114
(216) 752-1800

City of Beachwood
Accounts Payable
25325 Fairmount Boulevard
Beachwood, OH 44122

Invoice number 23269
Date 01/14/2026

Project 24135 CITY OF BEACHWOOD - CITY
HALL GLAZING REPLACEMENT

Professional Services through 12/31/2025

Table with 7 columns: Description, Contract Amount, Percent Complete, Prior Billed, Total Billed, Remaining, Current Billed. Rows include Basic Services, Schematic Design/Design Development, Construction Documents, Bidding/Construction Phase Sevcies, Subtotal, and Total.

Invoice total 512.50

Aging Summary

Table with 8 columns: Invoice Number, Invoice Date, Outstanding, Current, Over 30, Over 60, Over 90, Over 120. Rows include 23269 and Total.

SVC

APPROVED FOR PAYMENT

BY: _____


DATE: _____

P/O: 2025-01161

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: January 20, 2026
Invoice Number: 1531171
Matter Number: 144096.0013
Method of Delivery: Email

Client: City Of Beachwood
Matter: 

For professional services rendered through December 31, 2025

Fees	1,742.00
Total Amount Due	\$1,742.00

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: Mrs. Supler
DATE: 1/26/26
P/O: 2025-00166

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: January 20, 2026
Invoice Number: 1531172
Matter Number: 144096.0011
Method of Delivery: Email

Client: City Of Beachwood
Matter: [REDACTED]

For professional services rendered through **December 31, 2025**

Fees	100.50
Total Amount Due	\$100.50

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: MR Supler
DATE: 1/26/26
P/O: 2025-00166

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: January 20, 2026
Invoice Number: 1531173
Matter Number: 144096.0003
Method of Delivery: Email

Client: City Of Beachwood
Matter: **Routine Legal Services**

For professional services rendered through **December 31, 2025**

Fees 12,760.00

Total Amount Due \$12,760.00

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: Y. G. [Signature]
DATE: 1/26/26
P/O: 2025-00166

City Of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

City Of Beachwood
Whitney.Crook@Beachwoodohio.Com

Invoice Date: January 20, 2026
Invoice Number: 1531174
Matter Number: 144096.0010
Method of Delivery: Email

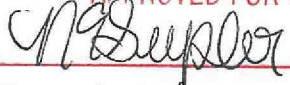
Client: City Of Beachwood

Matter: 

For professional services rendered through December 31, 2025

Fees	161.00
Total Amount Due	\$161.00

Please include Invoice Number or Matter Number with Remittance
Please remit payment upon receipt

APPROVED FOR PAYMENT
BY: 
DATE: 1/20/26
P/O: 2025-00166

Motion

MEMORANDUM

To: Justin Berns, Mayor
Chris Arrietta, Director of Public Works

From: Joseph R. Ciuni P.E. P.S.
City Engineer

Re: 2026 Concrete Roads Patch Program

We hereby request permission to go out for bids to select a contractor for the 2026 Concrete Roads Patch Program. The scope of work is to replace concrete joints and slabs on Richmond Road between Harvard Road and Auburn Drive, including the the portion of the drive entrance to Ahuja Hospital that is in the public right-of-way.

The budget for this project is \$500,000.

Motion Adopted February 17, 2026

AN ORDINANCE AMENDING THE FEE SCHEDULE FOR THE RECREATION AND COMMUNITY SERVICES PROGRAMS FOR THE CITY OF BEACHWOOD; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Council of the City of Beachwood has previously passed Ordinance Nos. 2016-30, 2023-119 and 2025-37 establishing Fee Schedules for City’s Recreation and Community Services Programs;

WHEREAS, it is necessary to amend certain fees; and

WHEREAS, the Fee Schedule shall reflect changes to the Fees for Beachwood Family Aquatic Center Season Pass, Daily Rate structure, and Organized Birthday Party Pricing.

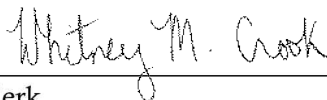
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Fee Schedule for the Recreation and Community Services Programs is hereby amended and is attached hereto and incorporated herein as **Exhibit “A”**. All recreation programs and facilities shall be available to City of Beachwood Employees and their immediate families for the “resident” rate. For purposes of this Ordinance “immediate family” shall mean all persons related by marriage, blood adoption and who reside with the employee.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.


Section 3: This Ordinance is hereby declared to be an urgent measure necessary for the immediate preservation public peace, health or safety or the efficient operation of the City; and for the further reason that such fees may be established in a timely manner ready for publication in City’s Recreation brochures prior to the outdoor recreation season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 17th day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of February, 2026.



Clerk

Approval: I have approved this legislation this 18th day of February, 2026 and filed it with the Clerk.



Mayor

CITY OF Beachwood

Interoffice Memo

Date: 1/28/26

To: Mayor Berns, Tina Turick

From: Derek Schroeder DS

RE: Fee Schedule – Outdoor Pool Fee Update

I would like to propose several updates to the Outdoor Pool Season Pass and Daily Rate structure. These changes are intended to reduce confusion at the front desk, limit misuse of certain passes, and improve overall pool operations.

1. Eliminate the “Individual Employed in Beachwood” Season Pass and Daily Rate Option

Although only 20 of these passes were sold in 2025, this category has created ongoing challenges. It is extremely difficult for staff to verify whether an individual is truly employed within the City of Beachwood, particularly with large hospital systems located in the city. Additionally, this pass is restricted to Monday–Friday use (excluding weekends and holidays), a condition that is frequently forgotten by pass holders. This has resulted in repeated disputes at the front desk on weekends. Eliminating this option would simplify enforcement and reduce staff conflict.

2. Change the name of the Governess pass and increase the Governess Pass Fee and Update Usage Policy

I would like to update the name of the governess pass to ‘Care Provider’ pass. The term “governess,” while historically accurate in certain contexts, is now considered outdated and gender-specific. In practice, the pass is used by individuals providing caregiving services, including childcare, elder care, or supervision assistance, regardless of gender or specific job title. The proposed term “Care Provider” more accurately reflects the role, is gender-neutral, and aligns with contemporary language currently used.

The governess pass was previously priced at \$84, which proved insufficient and led to widespread misuse. Pool managers and front desk staff have reported growing frustration as friends and nonresident family members were often designated as “governesses” solely to gain pool access. This undermined the intent of the pass and created ongoing enforcement challenges.

The original intent of the governess pass was to allow a nonresident caregiver to bring resident children to the pool when a parent was unavailable. However, parents frequently insisted that the governess be admitted even when the parent was present, despite the governess not being a resident and otherwise ineligible for access.

Increasing the governess pass fee to \$200 better aligns with its intended purpose—allowing nonresident caregivers who regularly supervise resident children to accompany them to the pool. At this rate, a governess attending twice per week would pay approximately \$6.70 per visit, which remains significantly less than the \$15 nonresident daily guest fee. The higher fee discourages residents from purchasing this pass for friends or family members who only intend to attend occasionally, thereby reducing misuse and easing the burden on staff.

In conjunction with the fee increase, I recommend updating the policy to allow the governess to attend when the parent is present. With the revised pricing structure, this change supports fairness, simplifies enforcement, and better reflects how families utilize the pass while still limiting abuse.

3. Update Organized Birthday Party Pricing

I recommend increasing the Organized Birthday Party fee from \$85 to \$100. The party includes three hours of exclusive use of the large pool pavilion with picnic tables and admission for 10 guests, with additional guests costing \$6 each (up to 50 guests). While daily rates have been adjusted over time, the organized party pricing—which includes guest admissions—has not been updated accordingly.

These proposed changes are intended to preserve fair access, support effective pool operations, and reduce staff frustration while maintaining reasonable and competitive pricing for residents.

Thank you for your consideration.

Outdoor Pool - Season Passes for Resident

	<u>Purchased before Opening Saturday</u>	<u>Purchased on Opening Saturday or Later</u>
Per Person	\$60.00	\$72.00
Family of 2	\$115.00	\$138.00
Family of 3	\$165.00	\$198.00
Family of 4	\$175.00	\$210.00
Each Additional Family Member	\$25.00	\$30.00
Senior (60 years of age or older)	\$35.00	\$42.00
Governess <i>Care Provider</i> (does not reside in Beachwood; must accompany Beachwood youth pass holder under 11 yrs. of age)		\$200.00
Individual employed in Beachwood (Non-resident taxpayers are not eligible for family passes.) This pass has the following restrictions — only allowed to use Monday — Friday, no weekends (Sat/Sun) or Holidays. Daily passes for guests may be purchased with the same restrictions.	\$110.00	\$132.00
Individual employed at Beachwood City School District (Beachwood School Employees are eligible for family passes.) This pass has the following restrictions – only allowed to use Monday – Friday, no weekends (Sat/Sun) or Holidays. Daily passes for guests may be purchased with the same restrictions.	\$60.00	\$72.00

*** There will be no Season Pass Rates for Resident Guests***

All requests for a weekly pass for a resident guest living in a resident’s house will be \$20/week per person. The purchaser must petition the Recreation Division using the proper form (obtainable from the Recreation Division). A decision will be made by a representative of the Recreation Division as to the validity of the request. All requests must be made prior to the week the pass is to be used.

Outdoor Pool - Daily Rates

Children up to 3 years of age	NO CHARGE
Resident	\$10.00
Senior Resident 60 years of age or older	\$8.00
All Guests* <i>(must be accompanied by a resident/individual employed in Beachwood)</i>	\$15.00

*limit to 6 guests per household

~~Employed in Beachwood~~ ~~\$15.00~~

~~*This pass has the following restrictions—only allowed to use Monday—Friday, no weekends (Sat/Sun) or Holidays.*~~

Lessons

	<u>Resident</u>	<u>Non-Resident</u>
Learn-to-Swim (2-week session)	\$36.00	\$72.00
Learn-to-Swim (W.S.I. Lifeguarding)	as determined by the Red Cross	

Private Lessons

Singles	\$30.00/per 1/2 hour	\$40.00 per 1/2 hour
Group of Two	\$35.00 per 1/2 hour	\$45.00 per 1/2 hour

Organized Birthday (BFAC Members Only)

~~\$85.00~~ **\$100.00** minimum up to 10 guests plus \$6.00 per guest after 10 guests.
Maximum of 50 total guests.

INTRODUCED BY: J. Taylor

RESOLUTION NO. 2026-28

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NOPEC, INC., THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL, FOR AN ENERGIZED COMMUNITY GRANT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC Energized Community Grant for 2026 as provided for in the Grant Program guidelines; and

WHEREAS, the Mayor and Council of the City of Beachwood, Ohio support entering into the agreement for the Grant.

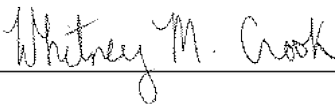
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is authorized to enter into and execute any necessary agreements for the 2026 Energized Community Grant.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.


Section 3: This Resolution is declared to be an urgent measure necessary for the preservation of the public peace, health, or safety or the efficient operation of the City, and for the further reason that the grant funds may be obtained immediately; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 17th day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of February, 2026.



Clerk

Approval: I have approved this legislation this 18th day of February, 2026 and filed it with the Clerk.



Mayor

**CITY OF BEACHWOOD
FINANCE DEPARTMENT
INTER-OFFICE COMMUNICATION**

TO: Mayor Justin Berns, Finance Chair Jillian DeLong
FROM: Larry Heiser, Finance Director *JAH*
DATE: January 27, 2026
SUBJECT: Northeast Ohio Public Energy Council (NOPEC)

In order to pull down the NOPEC grant monies in the amount of \$35,080 the City of Beachwood needs to sign off on the NOPEC Energized Community Grant Agreement and the legislation that NOPEC requires to pass. The grant monies are allowed to be carried forward.

The City of Beachwood utilized the available balance last year to help offset the Solar street light project, therefore we have the 2025 award of \$35,080 available or we can carryforward for a maximum of two years.

With your approval, I would like to place approval of the Grant agreement ordinance on the next available agenda for Council approval.

Please call or email if you have any questions.

NOPEC 2026 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and _____, _____ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2026 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2026 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2028. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2026 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2026, and shall expire on December 31, 2026, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:
(This individual will be the designated grant representative working in the grant website)

Title: _____
Name: _____
_____, Ohio _____

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature page to NOPEC 2026 Energized Community Grant Agreement.]

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SANITARY AND STORM SEWER CONTRACT WITH CUYAHOGA COUNTY FOR THE MAINTENANCE, OPERATION, AND ADMINISTRATION OF THE CITY OF BEACHWOOD'S SANITARY AND STORM SEWER SYSTEMS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the City of Beachwood is located within Cuyahoga County Sewer District Nos. 3 and 5;

WHEREAS, the City owns storm and sanitary sewer systems within the public right-of-ways and easements in the City of Beachwood, excluding systems owned and maintained by the Northeast Ohio Regional Sewer District or private entities;

WHEREAS, the City desires to continue to have Cuyahoga County provide maintenance, operational, administrative, and related services for the City's sanitary and storm sewer systems, including billing and collection of sewer-related charges, pursuant to a comprehensive sanitary and storm sewer contract;

WHEREAS, the City and Cuyahoga County have negotiated a new Sanitary and Storm Sewer Contract, updated in December 2025, which sets forth the respective duties, responsibilities, and financial arrangements of the parties;

WHEREAS, the new Contract supersedes and replaces prior agreements related to the maintenance and operation of sanitary and storm sewer systems between the City and Cuyahoga County, including Ordinance No. 2013-89;

WHEREAS, City Council finds that entering into the updated Sanitary and Storm Sewer Contract is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Mayor is authorized to enter into and execute the Sanitary and Storm Sewer Contract with Cuyahoga County, Ohio, substantially and similar to the form of the agreement dated December 2025, and on file with the Clerk, for the maintenance, operation, and administration of the City's sanitary and storm sewer systems, including related billing and collection services.

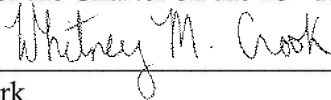
Section 2: All prior ordinances, resolutions, agreements, or parts thereof inconsistent with this Resolution, including Ordinance No. 2013-89, are hereby repealed to the extent of such inconsistency.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

RESOLUTION NO. 2026-29


Section 4: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, or the efficient operation of the City; and for the further reason to ensure uninterrupted sanitary and storm sewer services; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 17th day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of February, 2026.



Clerk

Approval: I have approved this legislation this 18th day of February, 2026 and filed it with the Clerk.



Mayor

**BEACHWOOD PUBLIC WORKS DEPARTMENT
INTER-OFFICE MEMORANDUM**

TO: Mayor Justin Berns

FR: Chris Arrietta, Public Works Director

DT: February 6, 2026

RE: Council Agenda Item: Cuyahoga County Sanitary and Storm Sewer Agreement

Mayor,

The Cuyahoga County Public Works Department provides several essential services, including mainline sewer cleaning and televising, emergency repairs to mainline and lateral connections, catch basin cleaning, pump station maintenance, and engineering analysis and recommendations.

Cuyahoga County is currently updating its Community Sewer Maintenance Agreements. The existing agreement dates back to 2013, and staff recommends proceeding with the updated agreement.

SANITARY & STORM SEWER CONTRACT

by and between

COUNTY OF CUYAHOGA, OHIO

and the

CITY OF BEACHWOOD

THIS CONTRACT (the "Contract"), effective as of the latest date of signature of the Parties to it (the "Effective Date"), by and between Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County"), and the City of Beachwood (the "City"), pursuant to the authority of Ordinance/Resolution No. _____ passed by Council on _____.

WHEREAS, the entire territory within the limits of the City is designated within County Sewer District Nos. 3 & 5;

WHEREAS, the City owns all of the storm and sanitary sewers and sanitary sewerage systems within the City located in the public right-of-way and easements (the "City Sewers"), excluding any sanitary sewers owned and maintained by the Northeast Ohio Regional Sewer District, ("NEORS") and any sanitary sewers owned and maintained by any homeowner associations or private developers ("HOAs"). Future improvements to City Sewers shall similarly be owned by the City;

WHEREAS, the City owns all distribution water lines located in the public right-of-way and easements within the City, excluding the transmission lines owned and maintained by the City of Cleveland Water Department ("CWD");

WHEREAS, the City desires to have the County maintain its City Sewers as part of the storm and sanitary sewer system of County Sewer District No. 3 & 5;

WHEREAS, the City desires to have the County collect funds for the City's maintenance of the City Sewers;

WHEREAS, the City may request the County to collect funds for the City's maintenance of the City's water lines;

WHEREAS, Council for the City has adopted Ordinance/Resolution No. _____, on _____, authorizing the mayor to enter into a Sanitary and Sewer Contract with the County;

NOW THEREFORE, it is agreed that in consideration of the covenants and agreements contained herein and the conditions enumerated below, the City and the County agree as follows:

SECTION I. GENERAL CONDITIONS

- A. The City shall own all storm and sanitary systems within its limits, including any improvements made during the term of this Contract and shall obtain all regulatory permits required, except for any sanitary sewer system owned by the NEORS or any HOAs.
- B. The City shall be responsible for acquiring any and all permits, easements, and rights of entry necessary for the construction, operation, maintenance, and repair of the City Sewers.
- C. The City shall be responsible for the design and construction of any expansion of the City Sewers, subject to the prior review and approval by the County. Upon completion of the work on any City Sewers, the improvements shall become part of the County Sewer District No. 3 & 5, to be thereafter maintained by the County under the terms and conditions of this Contract.
- D. All maintenance and repair to the City Sewers shall be done in accordance with the County Rules and Regulations dated October 2019 and the Uniform Standards for Sewerage Improvements dated December 2019, and as such standards, rules and regulations may be hereafter amended.
- E. The City shall notify the County when any work is to be performed in the vicinity of the storm or sanitary sewerage system that may affect the integrity of said system.
- F. Before construction of any storm or sanitary sewerage improvement, the plans shall be reviewed and approved by both the City Engineer and the County as well as any applicable reviewing agencies.
- G. Upon completion of the work on any City Sewers, the City shall provide the County with a complete set of as-built plans.
- H. No work or construction of any storm and/or sanitary sewer improvements shall be done except in the presence of an inspector employed by the County. The City may also perform inspection on a case by case basis only if approved by the Cuyahoga County Chief Sanitary Section Engineer. The County shall be responsible for inspection of the following:
 - (1) All sanitary sewers and those storm sewers financed by the District Sewer Fund;
 - (2) Residential storm and sanitary service connection or laterals;
 - (3) Commercial storm and sanitary sewers, service connections, or laterals; and
 - (4) Industrial storm and sanitary sewers, service connections, or laterals.
 - (5) Residential, Commercial, and Industrial storm and sanitary lateral repairs and rehabilitation on both private and public property.
 - (6) Pump stations.

The City may also inspect construction work on main line sanitary and storm sewers.

- I. The County shall be the custodian of records for the City Sewers. Upon execution of this Contract, the City shall deliver to the County those storm and sanitary sewerage system and appurtenances records currently in the control of the City.

- J. The County will prepare and submit an annual service report for all services performed for the City pursuant to this Contract no later than the end of the first quarter following the end of the fiscal year. Said annual service report shall include an accounting of revenue collected by the County as well as the charges associated with the services performed by the County for and on behalf of the City. Upon agreement of the parties, more frequent reports, such as monthly or quarterly reports, shall be provided.
- K. The monies collected for the storm and sanitary sewer lines cannot be comingled. Additionally, upon reasonable notice by the City, the City may request an itemization of the balances contained in the storm and sanitary sewer funds.

SECTION II. SANITARY SEWERS

- A. The County and the City may each provide planning and engineering of all sanitary sewerage projects in cooperation with each other. The City shall have the right of first refusal to perform said planning and engineering services, provided further that all planning and engineering projects must be reviewed and approved by the County.
- B. The County, as directed by the City, shall establish a schedule of just and equitable sanitary water rates in agreement with the City to be collected from the owners of all parcels within the City that have access to sanitary sewers (unless excepted by mutual agreement of the County and the City). In accordance with Section 729.49 of the Ohio Revised Code, the County shall at any time after billing said users, collect unpaid charges for system use in the manner prescribed by law for municipal corporation taxes. Upon collection by the County Treasurer, such sanitary sewer system money shall be placed in a distinct fund to the credit of Sewer District No. 3 & 5 (hereinafter referred to as the District Sanitary Fund.) It is understood that the established rate for Sanitary Sewer System services shall be set forth in the attached Pricing Schedule, identified as Exhibit "A", but that said rate may be adjusted by the County to ensure sufficient monies within the District Sanitary Fund to cover the cost of services performed by the County under the terms of this Contract, as well as providing for a reasonable carry-over balance. The County agrees to provide the City with six (6) months' notice for any sanitary rate increase.
- C. Unless otherwise authorized in writing by the parties, on a case by case basis, during the term of this Contract (and any extension thereof), the City agrees to utilize the services of the County as sole provider, to the exclusion of all other entities, regarding the following sanitary sewer system services ("Core Services"):
 - (1) Mainline sanitary sewer cleaning and televising;
 - (2) Maintenance and repair of sanitary mainlines and lateral connections in the public right-of-way and public easements;
 - (3) Engineering (plan review and approval only);
 - (4) Pump station maintenance;
 - (5) Twenty-four hour service;
 - (6) Sanitary sewer lateral cleaning in the public right-of-way. County shall not be responsible for sanitary sewer lateral cleaning or sanitary grinder pump and force

main lateral cleaning or maintenance on private property, but may do so at County's discretion or at the request of the City;

- (7) Issuance of permits;
- (8) Inspection, as stated in Section IH and
- (9) Inflow & Infiltration inspection.

It is understood that the City may, by written submission, request additional services from the County beyond these Core Services.

- D. For and in consideration of the County's performance of said Core Services and any additional services requested by the City, the City agrees to pay the County an amount equal to those charges enumerated in the current County Hourly Rate Sheet, as may be amended from time to time, or such other reasonable charge if not specifically enumerated therein. Said charges shall be deducted by the County from the District Sanitary Fund.
- E. The City agrees that the current County Hourly Rate Sheet applies only to services performed by the employees of the CCDPW, Sewer Division. All other services performed by parties other than employees of the Sewer Division will be billed for actual costs incurred, including an appropriate amount of overhead attributable to the performance of these services.
- F. Sewer connection permits shall be obtained and issued by the CCDPW, Sewer Division for all sanitary lateral and service connections prior to tie in, after authorization by the City.
- G. A permit shall be obtained from the County for all lateral repairs or rehab work on the public or private side of the R/W. This work shall be in the presence of an inspector employed by the County.
- H. The City shall be responsible for the collection of all tap-in fees.
- I. The County shall be responsible for the sampling, testing, and metering of sanitary sewers and service connections.

SECTION III. STORM SEWERS

- A. Before construction of any storm sewers, the plans shall be reviewed and approved by the City Engineer. The County shall review and approve any plans financed by the District Storm Water Fund (as defined in ¶III(B) below). The County shall review and approve the plans financed by the District Storm Water Fund. The County shall also review plans for any private property (commercial/industrial) storm sewer work that will make a direct connection to public City storm sewers maintained by the County.
- B. The County, as directed by the City, shall establish a schedule of just and equitable storm water rates in agreement with the City to be collected from the owners of all parcels within the City that have access to storm sewers (unless excepted by mutual agreement of the County and the City). Upon collection by the County Treasurer, such storm water money shall be placed in a distinct fund to the credit of Sewer District No. 3 & 5 (hereinafter referred to as the District Storm Water Fund.) The established rate for Storm Water shall

be set forth in the attached Pricing Schedule, identified as Exhibit "A", but that said rate may be adjusted by the County, as directed by the City, to ensure sufficient monies within the District Storm Water Fund to cover the cost of services performed by the City and/or County under the terms of this Contract, as well as providing for a reasonable carry-over balance.

- C. Unless otherwise agreed in writing by the parties, the City agrees to provide the necessary personnel, equipment and material for the operation, maintenance and repair of City-owned storm sewer main lines, lateral connections in the public right-of way or easements, service connections on public property, catch basins, catch basin laterals, retention and detention basins, manholes, culverts, ditches and natural water courses all on public property or easements only. Provided sufficient funds exist, the City may apply to the County, and the County shall reimburse the City from the District Storm Water Fund, for the reasonable cost of maintenance, repair, replacement, and construction of storm water sewerage systems.
- D. The City may request the County to provide the necessary personnel, equipment, and material for the maintenance of City-owned storm sewer main lines in the public right of way or easements. The County may choose to accept or deny any such request based upon the availability of sufficient funds in the District Storm Water Fund and the availability of other resources to complete the work.
- E. For and in consideration of the County's performance of said services requested by the City, the City agrees to pay the County an amount equal to those charges enumerated in the current County Hourly Rate Sheet as may be amended from time to time, or such other reasonable charge if not specifically enumerated therein. Said charges shall be deducted by the County from the District Storm Water Fund.
- F. The City agrees that the current County Hourly Rate Sheet applies only to services performed by the employees of the CCDPW, Sewer Division. All other services performed by parties other than employees of the Sewer Division will be billed for actual costs incurred, including an appropriate amount of overhead attributable to the performance of these services.
- G. Except as otherwise provided herein, new work or construction of any storm sewer main lines, catch basins, catch basin laterals, manholes, culverts and storm water detention and retention basins shall be done by, permitted by, and inspected by the City or the County in conformity with the General Project Inspection Memo, a copy of which is attached as Exhibit B.
- H. Storm sewer connection permits shall be obtained from the County for all lateral connections prior to tie in. The construction of such lateral connections shall be in the presence of an inspector employed by the County.
- I. A permit shall be obtained from the County for all lateral repairs or rehab work on the public or private side of the right of way. This work shall be in the presence of an inspector employed by the County.

- J. The City shall be responsible for the collection of any storm sewer tap-in fees.

SECTION IV. PUMPING STATIONS AND FORCE MAINS

- A. The City shall own all pumping stations and force mains within municipal limits and obtain all required regulatory agency permits.
- B. The City shall maintain all grounds and landscaping around the pump station.
- C. The utilities provided to pump stations will be County accounts.
- D. Before construction of any pumping station or force main, the plans shall be reviewed and approved by the City Engineer and the County. The City shall have the right of first refusal to the planning and design of pump station projects.
- E. The County agrees to provide the necessary personnel, equipment, and material to operate and repair pumping station and force main facilities. All pump stations shall be brought up to current code standards which includes but is not limited to Cuyahoga County Uniform Standards for Sewerage Improvements, County Standards Detail for Pump Stations, Ten States Standards for Wastewater, UL Standards.
- F. The County shall make all necessary repairs or improvements to the pumping station and force main facilities. The City will be responsible for the cost of any material used in the repair which may include but is not limited to pumps, valves, piping, electrical and electronic components.
- G. The City shall be responsible for the cost of expansion of any pump station or force main facility.
- H. The City shall engage in discussions with CCDPW regarding asset management planning for sanitary pump station infrastructure.
- I. No work on construction of any pumping station or force main shall be done except in the presence of an inspector employed by the County.
- J. The City shall be responsible for acquiring any and all deeds and easements necessary for the construction, maintenance, operation and repair of the pumping station and force main facilities.
- K. Home grinder pumps and force mains for residential shall be excluded from the agreement. This includes home sump pumps and grinder pumps. These units shall not be the County responsibility to operate and maintain.

SECTION V. WATER LINES

- A. The County, as directed by the City, shall establish a schedule of just and equitable water line rates to be collected from the owners of all parcels within the City that have accessibility to a water line. Upon collection by the County Treasurer, such water line

money shall be placed in a distinct fund to the credit of Sewer District 3 & 5 (hereinafter referred to as the District Water Line Fund). The established rate for Water Lines shall be set forth in the attached Pricing Schedule, identified as Exhibit "A", but that said rate may be adjusted by the County, as directed by the City, to ensure sufficient monies within the District Water Line Fund to cover the cost of services performed by the City and/or County under the terms of this Contract, as well as providing for a reasonable carry-over balance.

- B. Provided sufficient funds exist, the City may apply to the County, and the County shall reimburse the City from the District Water Line Fund, for the reasonable cost of capital improvements to the water system. Before performing any improvements to the water mains, the City shall submit plans and obtain approval from the Cleveland Water Department.
- C. Provided sufficient funds exist in the District Water Line Fund, the County agrees, on a request basis only, to provide the necessary personnel, equipment, and material for performing capital improvement projects for the City-owned distribution mains in the public right of way or easements on behalf of the City.
- D. For an in consideration of the County's performance of said services requested by the City, the City agrees to pay the County an amount equal to those charges enumerated in the existing Pricing Schedule as may be amended from time to time, or such other reasonable charge if not specifically enumerated therein. Said charges shall be deducted by the County from the District Water Line Fund.

SECTION VI. ADDITIONAL SERVICES

In addition to the Services described in the preceding sections, the City may request the County perform such other Additional Services as are mutually agreed upon by the Parties. Prior to performing any such Additional Services, the Parties shall agree upon the scope and a fee for such services, which shall be documented in a separate Scope of Work, which shall be subject to the terms and conditions of this Contract to the extent they do not conflict with the terms of the Scope of Work.

SECTION VII. TERMINATION OF CONTRACT

- A. This Contract shall remain in full force and effect until terminated as provided in this Section. Any notice of termination shall be certified mail, addressed to the person designated for receipt of notices in this Contract. Upon termination of the Contract by the City, the City shall pay any and all outstanding expenses relating to the performance of this Contract within thirty (30) days of the receipt of a statement showing monies owed. However, either the City or the County may elect to have the County continue collecting funds from the respective parcels within the City until such time as all debt and/or liabilities incurred by the City under the terms of this Contract are paid, unless the City elects to pay all outstanding debts and/or liabilities in full within thirty (30) days of the receipt of a statement showing monies owed.
- B. Termination for Convenience. Either Party may terminate this Contract without cause for convenience by providing three (3) months prior written notice of the intent to terminate.

Any such termination for convenience shall become effective three (3) months after receipt of the notice by the other party.

- C. Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as “Termination for Default.” If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. The County, however, shall be paid for all services and/or materials provided on or prior to the date of termination.
- D. Termination for Financial Instability. In the event that City becomes financially unstable to the point of ceasing to conduct business in the normal course, making a general assignment for the benefit of creditors, or suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against City of a meritorious petition in bankruptcy under any bankruptcy or debtor’s law, the County may, at its option, immediately terminate this Contract under ¶V(C), the “Termination for Default” clause, by giving written notice thereof.

SECTION VIII. LIABILITY AND INSURANCE

- A. Each party assumes responsibility for its own acts, omissions, negligence, and intentional acts that may cause damage or injury.
- B. Indemnification. Both Parties acknowledge that, as political subdivisions of the State of Ohio, neither Party can indemnify any person or entity. Both Parties agree that no provision of this Contract or any other contract or agreement between the City and the County may be interpreted to obligate either Party to indemnify or defend the other Party or any other party thereto.
- C. County shall have self-insurance or an insurance policy sufficient to cover the work of CCDPW in the City. The City shall be named an additional insured on any policy of insurance and provided a certificate of insurance showing such additional insured status.

SECTION IX. NOTICES

Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

For the City:

City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

For the County:

Director of Public Works
Cuyahoga County Department of Public Works
2079 E. 9th Street, 5th Floor
Cleveland, Ohio 44115

With an electronic copy sent to:

Law-ContractingProcurementRealEstate@cuyahogacounty.us

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

SECTION X. MISCELLANEOUS

- A. Fund Deficits. In the event that the District Sanitary Fund and/or the District Storm Water Fund shall have a negative balance or insufficient funds to cover the cost of services, the County will notify the City, which shall promptly remedy the deficit. The County reserves the right to withhold services or pursue any available remedies, including statutory remedies related to interest and penalties, in the event that any such deficit is not promptly resolved.
- B. Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties to any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.
- C. Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which the parties have expressly agreed shall survive any such termination or expiration or remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- D. Record Audit Retention. The City agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should the City be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

- E. Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. The City hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>.
- F. Assignment. The City shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.
- G. Ethics Requirements. The City agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the City shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>
- H. Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. This Contract shall supersede all other agreements between the County and the City relative to the maintenance and repair of the City Sewers, including, without limitation, the Memorandum of Agreement, Maintenance of Sanitary and Storm Sewerage and Water Systems within the City, which became effective on or about May 1, 2008. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.
- I. Conflicts of Interest. The City personnel may not acquire any personal interest that conflicts with the City's responsibilities under this Contract. Additionally, the City will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the City's control, if such an interest would conflict with that official's or employee's duties. the City will disclose to County knowledge of any such person who acquires an incompatible or

conflicting personal interest related to this Contract. The City will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

- J. Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party's reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.
- K. Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.
- L. Independent Contractor. It is fully understood and agreed that County an independent contractor and is not an agent, servant, or employee of City with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the City for work performed under the terms of this contract. The County declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will indemnify and save harmless Cuyahoga County from such contributions or taxes or liabilities.
- M. Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.
- N. Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.
- O. Public Records Law. Notwithstanding any provision of this Contract to the contrary, the City acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). The County will refer any request to disclose information relative to this Contract to the City for the initial response. The County will assess an appropriate charge to any member of the public that makes any request for information sufficient to compensate the County for costs incurred in responding to the request.

- P. No Apparent Authority/Proper Approvals. This Contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and the City. The individuals signing on behalf of the parties to this Contract are authorized to execute this Contract on behalf of the County and the City. The City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County's Contracting and Purchasing Procedures. The City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.
- Q. Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with the City for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by the City and such entity.

SECTION XI. ELECTRONIC SIGNATURE

THE CITY AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CITY ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, authorized representatives of each party to this Contract, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

COUNTY OF CUYAHOGA, STATE OF OHIO

By: _____
**Chris Ronayne, County Executive
or designee pursuant to Executive Order
No. EO2023-0003, dated July 6, 2023**

Date: _____

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
James L. DeFeo, Assistant Law Director
Richard D. Manoloff, Director of Law

CITY OF BEACHWOOD

By: _____
[signing individual]

Date: _____

Approved as to legal form:

Director of Law
CITY OF BEACHWOOD

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR THE 2025 ROAD PROGRAM CONTRACT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Resolution No. 2025-28, the City previously accepted a certain bid from Tri-Mor Corporation in a total amount not to exceed Three Million Two Hundred Twelve Thousand Eighty Dollars and Fifty Cents (\$3,212,080.50), for the 2025 Road Program;

WHEREAS, TriMor Corporation was issued written notice to proceed in June 2025;

WHEREAS, TriMor Corporation completed a small portion of the work during calendar year 2025 because the remaining work under the contract was placed on hold by the City;

WHEREAS, at the request of the City, TriMor Corporation submitted revised unit prices to complete the remaining contract work for 2025 during calendar year 2026;

WHEREAS, the revised 2026 unit prices result in an increase to the contract amount of One Hundred Forty-Eight Thousand Six Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$148,698.25), representing approximately four percent (4%) of the original contract amount;

WHEREAS, for 2026, the City has revised the scope of work for the original 2025 Road Program project to remove certain portions of the work, which has resulted in a credit to the contract (based on TriMor's unit prices bid) of \$142,702.61 and the net result to the Road Program project is an increase in the original contract amount of \$5,995.64;

WHEREAS, the Public Works Director and City Engineer have reviewed the revised unit prices and recommend approval of Change Order No. 1 in order to allow the Road Program to proceed in a timely and efficient manner.

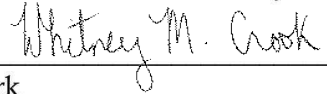
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council, having been informed by the Public Works Director and City Engineer, and with the recommendation of the Mayor, hereby approves Change Order No. 1 to the contract with TriMor Corporation for the 2025 Road Program to reflect revised unit prices for work performed in calendar year 2026, resulting in an increase to the contract amount of One Hundred Forty-Eight Thousand Six Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$148,698.25) and with adjustments in the scope of work brings the total Contract amount to Three Million Two Hundred Eighteen Thousand Seventy-Six Dollars and Fourteen Cents (\$3,218,076.14).

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

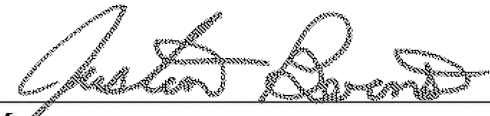
Section 3: This Resolution is declared to be an urgent measure necessary for the public peace, health, safety, and the efficient operation of the City; and for the further reason that the work may continue in a timely and more effective manner; wherefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

Attest: I hereby certify this legislation was duly adopted on the 17th day of February, 2026, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 18th day of February, 2026.



Clerk

Approval: I have approved this legislation this 18th day of February, 2026 and filed it with the Clerk.



Mayor

MEMORANDUM

To: Justin Berns, Mayor
Chris Arrietta, Director of Public Works
Todd Hunt, Director of Law

From: Joseph R. Ciuni P.E. P.S.
City Engineer

Date: January 8, 2026

Re: 2025 Road Program Awarded to TriMor

In late May of 2025, the City Awarded a \$3,212,080.50 contract to TriMor Corporation and they were given written notice to proceed in June, for the 2025 Road Program.

Trimor completed \$75,142.14 of the project in 2025, and the City paid them 90% of that amount, holding the standard 10% retainer. The remainder of the work was put on hold by the City.

As requested by the City, TriMor has submitted new unit prices to complete the work in 2026. The unit price increase for 2026 adds an additional \$148,698.25 to the contract, or about 4% of the total contract amount.

For 2026, the City has revised the scope of work for the project (removed work). The revised scope of work results in a credit to the contract (based on TriMor's unit prices bid) of \$142,702.61. The net result to the project is an increase of \$5,995.64.

It is our recommendation to approve the revised unit prices and authorize TriMor to proceed with the revised scope of work in 2026.

CHANGE ORDER NO. 1 FOR TRI-MOR CORPORATION FOR THE 2025 ROAD PROGRAM

Change Order No. 1 entered into by and between TRI-MOR CORPORATION, located at 21223 Aurora Road, Warrensville Heights, Ohio 44146 (hereinafter "Contractor") and the CITY OF BEACHWOOD, 25325 Fairmount Blvd., Beachwood, Ohio 44122 (hereinafter "City");

WHEREAS, pursuant to Resolution No. 2025-28, the City previously accepted the bid of TRI-MOR CORPORATION in an amount not to exceed Three Million Two Hundred Twelve Thousand Eighty Dollars and Fifty Cents (\$3,212,080.50), for the 2025 Road Program; and

WHEREAS, the Public Works Director and City Engineer have requested Change Order No. 1 for additional funds in an amount not to exceed Forty-Eight Thousand Six Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$148,698.25) bringing the total Contract amount to Three Million Three Hundred Sixty Thousand Seven Hundred Seventy-eight Dollars and Seventy-five Cents (\$3,360,778.75); and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the CONTRACTOR and the CITY agree as follows:

1. Based upon the recommendation of the Public Works Director, City Engineer, and City Council, the Mayor is hereby authorized to approve Change Order No. 1.
2. The City shall pay an amount not to exceed One Hundred Forty-Eight Thousand Six Hundred Ninety-Eight Dollars and Twenty-Five Cents (\$148,698.25), bringing the total Contract amount to Three Million Three Hundred Sixty Thousand Seven Hundred Seventy-eight Dollars and Seventy-five Cents (\$3,360,778.75).
3. All formal actions and deliberations of Council and its committees related to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.
4. This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the written permission of the City.
5. This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hand to this contract on the dates next to their respective signatures.

TRI-MOR CORPORATION

CITY OF BEACHWOOD

By: _____

By: _____
Justin Berns, Mayor

Its: _____

Date: _____

Date: _____

Approved as to Form:

R. Todd Hunt, Law Director
Nathalie E. Supler, Assistant Law Director
Matthew A. Kurz, Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
(216) 595-5462
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____